



CITY OF HOUSTON

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Mayor

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February 17, 2014

SUBJECT: Letter of Clarification No. 3 Sale of Scrap Metal Material Services for Various Departments

REFERENCE: Bid Invitation No. S55-L24635

TO: All Prospective Bidders:

This Letter of Clarification is issued for the following reasons:

• **To revise the above referenced solicitation as follows:**

1. Page 16, Provision 1.4, Scope of Work has been changed to read as follows:

The Contractor shall maintain a sufficient number of bins of not less than 20 cubic yards at the designated sites to collect accumulated materials. Contractor shall provide weigh tickets from a Texas Department of Agriculture (TDOA) registered truck scale at a TDOA authorized Public Weight facility to verify the type and quantity of scrap material collected. When pickup at a designated site is requested, the Contractor shall provide certified weight tickets showing the empty weight and the load weight of vehicles used to transport scrap metal material from the site within three days of pickup **to the Scrap Metal Site Representative** Contractor shall provide copies of all weight and scale tickets to the Scrap Metal Contract Administrator or his/her designee on each site by the end of each month of the pickup. The Contractor shall continuously monitor collection of scrap metal material by the City and make recommendations to the Scrap Metal Site Representative and the Scrap Metal Contract Administrator on efforts which would improve the collection process.

2. Page 17, Provision 3.0, Reports has been changed to read as follows:

Contractor shall submit at the end of each month, a report with progress and up-dates required by the City Scrap Metal Administrator. The report must **be broken down by Department and must** include certified weight tickets from the City sites that delivered or requested bin pick-up for that month. **A copy of the American Metal Market Reference Price for the month must be included with the report.**

When issued, Letter(s) of Clarification shall automatically become a part of the proposal documents and shall supersede any previous specification(s) and/or provision(s) in conflict with the Letter(s) of Clarification. All revisions, responses, and answers incorporated into the Letter(s) of Clarification are collaboratively from both the Strategic Purchasing Division and the applicable City Department(s). It is the responsibility of the proposers to ensure that it has obtained all such letter(s). By submitting a proposal on this project, proposers shall be deemed to have received all Letter(s) of Clarification and to have incorporated them into this proposal.

If you have any questions or if further clarification is needed regarding this Request for Proposal, please contact me.

Joseph Badell

Joseph Badell
Senior Procurement Specialist
Strategic Purchasing Division

**LETTER OF CLARIFICATION No. 3
REPAIR, INSPECTION AND PREVENTIVE MAINTENANCE SERVICES OF LAB EQUIPMENT FOR
VARIOUS DEPARTMENTS
SOLICITATION NO. S55-L24549**

832-393-0209

END OF LETTER OF CLARIFICATION 3

SECTION B SCOPE OF WORK/SPECIFICATIONS

1.0 Scope of Work:

- 1.1 For and in consideration of the right to purchase scrap metal material, including ferrous and non-ferrous metals, from the City, Contractor shall provide all facilities, labor, materials, equipment and supervision necessary to transport and dispose of such materials upon request by city departments. Contractor shall expressly acknowledge this right is nonexclusive and that the City reserves the right to contract with or sell scrap metal materials to other buyers.
- 1.2 The Contractor shall provide service capability for pickup of scrap metal materials from the collection sites listed in Exhibit BB. Additional sites may be added by mutual agreement of the parties. The City reserves the right to deliver scrap materials directly to the Contractor and to adjust the pickup or delivery schedule. The Scrap Metal Site Representative or his or her designee may request material transfers verbally or in writing and shall designate whether delivery or pickup service is required. The Contractor shall inspect all scrap material prior to acceptance and notify the Scrap Metal Site Representative or his or her designee, either verbally or in writing, of any nonconforming material, found as defined herein. The City agrees to remove such nonconforming materials, unless otherwise agreed to by the parties.
- 1.3 "Non-ferrous" metal scrap materials include, but are not limited to, aluminum, copper, brass, insulated copper wire, stainless steel, aluminum copper, radiators and breakage metals. Aluminum or stainless steel mixed with other metal can only be recovered by melting or shredding. "Ferrous" metal scrap materials include, but are not limited to, heavy metal and mixed miscellaneous metals. "Nonconforming materials" means: hazardous materials, supplies or equipment subject to Environmental Protection Agency regulations, asbestos, electrical transformers containing PCB, capacitors, and light ballast containing PCB, appliances or other scrap materials containing refrigerant or CFC, cylinders or other compressed gas containers containing residue, materials containing excess or free flowing oil, gasoline or diesel fuel, radioactive materials, garbage, trash, plastic, wood, aerosol cans and non-recyclable materials.
- 1.4 The Contractor shall maintain a sufficient number of bins of not less than 20 cubic yards at the designated sites to collect accumulated materials. Contractor shall provide weigh tickets from a Texas Department of Agriculture (TDOA) registered truck scale at a TDOA authorized Public Weight facility to verify the type and quantity of scrap material collected. When pickup at a designated site is requested, the Contractor shall provide certified weight tickets showing the empty weight and the load weight of vehicles used to transport scrap metal material from the site within three days of pickup **to the Scrap Metal Site Representative** Contractor shall provide copies of all weight and scale tickets to the Scrap Metal Contract Administrator or his/her designee on each site by the end of each month of the pickup. The Contractor shall continuously monitor collection of scrap metal material by the City and make recommendations to the Scrap Metal Site Representative and the Scrap Metal Contract Administrator on efforts which would improve the collection process.

2.0 Coordinate Performance:

- 2.1 The Contractor shall coordinate all of its performance with the City Scrap Metal Administrator. The Contractor shall keep said person(s) currently advised of developments relating to the performance of this Contract, and the Contractor shall at all appropriate times, advise and consult with the City Scrap Metal Administrator or his or her designee.

3.0. Reports:

- 3.1 Contractor shall submit at the end of each month, a report with progress and up-dates required by the City Scrap Metal Administrator. The report must **be broken down by Department and must** include certified weight tickets from the City sites that delivered or requested bin pick-up for that month. **A copy of the American Metal Market Reference Price for the month must be included with the report.**

4.0. Payment of Subcontractors:

- 4.1 Contractor shall make timely payments to all persons and entities supplying labor, materials or equipment for the performance of this Contract. Contractor agrees to protect, defend and indemnify the City from any claims or liability arising out of Contractor's failure to make such payments.

5.0 Personnel of the Contractor:

- 5.1 Contractor shall replace any personnel assigned to provide services under this Contract who are deemed unsuitable by the user Department Director or his or her designee.

6.0 Warranties:

- 6.1 The Contractor's performance shall conform to the professional standards prevailing in Harris County, Texas, with respect to the scope, quality, due diligence and care of the services and products of the type to be provided by the Contractor under this Contract
- 6.2 Definitions; "Acceptance" as used in this clause, means the act of an authorized representative of the City by which the City assumes for itself, approval of specific services, as partial or complete performance of the contract,
- 6.3 "Correction" as used in this clause, means the elimination of a defect.
- 6.4 Notwithstanding inspection and acceptance by the City or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract.
- 6.5 If the Contractor is required to correct or re-perform, it shall be at no cost to the City, and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, the City may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost incurred by the City, or make an equitable adjustment in the contract price.
- 6.6 A minimum 12-month warranty on all parts and workmanship is required.